

CONTRACT FOR SUPPLIES AND MAINTENANCE

PART I: A G R E E M E N T

This agreement, made on the 1st day of June 1961, and between the 25X1X7  
hereinafter called the OWNER, and hereinafter called the CONTRACTOR.

25X1X7 It is understood that the CONTRACTING OFFICER REPRESENTING OWNER shall be 25X1A11c  
and that or his official de- 25X1A11c

signee shall have sole authority to act as CONTRACTING OFFICER. 25X1A11c

25X1A11c WITNESS, that the CONTRACTOR and the OWNER, for the considerations hereinafter  
named, agree as follows:

Article I - SCOPE OF THE WORK - With the understanding that CONTRACTOR's pursuit  
of his normal occupation takes priority and within reasonable limits, CONTRACTOR agrees  
to:

- a) Supply lumber, fittings, and small replacement parts and any other supplies readily accessible to him but not to the owner.
- b) Make available for rental of such power equipment as is required.
- c) Provide maintenance for OWNER's vehicles and equipment through the services of the CONTRACTOR's maintenance shop and maintenance personnel.
- d) Make available the services of his stevedore forces to unload OWNER ships.
- e) Make available the services of his commissary for purchase of food and miscellaneous associated items.
- f) Make available, on a full-time basis, the services of such personnel as are required by the OWNER.

Article II - TIME OF COMPLETION

- a) The services covered under this contract shall commence from the time of signing except that services previously supplied and not yet compensated for shall be included.
- b) The duration of this contract shall not exceed 90 days; however, either party may renegotiate at the expiration of this period.

Article III - THE CONTRACT SUM

- a) The owner shall pay the CONTRACTOR for the services performed in accordance with this contract an amount equal to the actual "COST OF THE WORK," as defined below, plus 15% for overhead and profit except that rental rates for equipment and personnel shall include overhead and profit shall be compensated for at a rate agreed upon hereinafter.

- 2 -

- b) The "COST OF THE WORK", shall be the net sum of the following items:
- 1) All the materials used or supplied under this contract.
  - 2) All transportation costs.
  - 3) All labor expended but excluding that of general supervisory employees not directly connected with the services performed.
  - 4) All payroll charges originating from local or national labor laws.
  - 5) All duties or taxes paid by the CONTRACTOR in connection with this contract.
  - 6) All sub-contracts.

Article LV - PAYMENTS

The OWNER shall make payments as follows:

- a) As early as possible after the 1st of each month, the CONTRACTOR shall present to the CONTRACTING OFFICER a statement of all costs incurred during the preceding month together with such Invoices or receipts as necessary for the CONTRACTING OFFICER to verify the accuracy of the statement.
- b) To the total verified cost the percentage agreed upon in Article III shall be applied and payment made within 10 days.

IN WITNESS THEREOF the parties hereto have executed this Agreement, the day and year first above written.

WITNESS

---

WITNESS

---

25X1A11c

OWNER

TITLE

25X1A11c

CONTRACTOR

TITLE

PART II GENERAL PROVISIONS

1. CHANGES:

9 The CONTRACTING OFFICER MAY, by written order, change the general scope of this contract, except that where the change increases or decreases the apparent cost of the contract by 25% or more, renegotiation of profit may be requested by the CONTRACTOR.

2. QUANTITY AND QUALITY:

All services under this contract shall be requested in writing and signed by authorized persons. Variations in quantity and quality from written orders shall be at the expense of the CONTRACTOR.

3. RESPONSIBILITY FOR SUPPLIES:

The CONTRACTOR SHALL assume responsibility for all supplies until delivered to the CONTRACTING OFFICER.

4. TERMINATION:

The OWNER may terminate this contract within 5 days by giving the CONTRACTOR written notice of his intentions. All termination costs shall be borne by the OWNER. Either party may terminate for cause as determined by legal decision.

PART III SPECIAL CONDITIONS

1. CONTRACTOR PERSONNEL

Where CONTRACTOR personnel are employed fulltime at the site, with the exception of equipment operators covered elsewhere herein the OWNER shall directly reimburse the CONTRACTOR including overhead and profit at the following rates:

Superintendent	-	<u>US\$200.00</u>	/week	(48 hour week)
Mechanic	-	<u>US\$ 24.00</u>	/week	(48 hour week)

2. EQUIPMENT RENTAL

Equipment shall be furnished under the following rental terms:

- a) Where equipment is used for rent of a day only the OWNER will assume rental rates for the equipment to cover its return to the CONTRACTOR.
- b) Rental prices will include the salary of the operator, maintenance, fuel, operating costs, major and minor repairs, and overhead and profit. The OWNER will assume no costs for equipment other than the rental price:

- 2 -

c) Rental rates shall be as follows:

Bulldozer D-4	\$12.00	per hour.
Bulldozer D-5	14.00	" "
Motor Grader	12.00	" "
6 x 6 Dump Truck	12.00	" "
Flat bed "	10.00	" "
"Mack" trailer truck	12.00	" "
Front End Loader	12.00	" "
1/2 Ton Pick-up Truck	6.00	" "
Fork Lift	10.00	" "
Crane	8.00	" "

3. LUMBER:

Pine Lumber shall be furnished at the 25X1A11c yard at a cost of US\$100.00 per thousand board feet.

4. CONTRACT INTERPRETATION:

The basic agreement reached between the CONTRACTOR and the CONTRACTING OFFICER is based upon the English copy of this contract and the CONTRACTOR is not liable for such variations as may appear in the 25X1X7

25X1X7